

## MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

PRESENT:           Supervisor   Edward Fairbrother  
                  Council       Bob Adams  
                                  Lee Giammichele  
                                  Andy Gillette  
                                  Mike Saglibene  
                  Attorney     Thomas Reilly  
                  Clerk       Linda Cross

Supervisor Fairbrother called the Town Board meeting to order at 4:30 p.m., and requested those present to participate in the Pledge of Allegiance.

CONCERNS OF THE PEOPLE – William Schuler, 17 Larchmont Ave. stated the property owners living in the immediate vicinity of the Scott Spicer residence at 22 Larchmont Avenue have been inundated by the numerous police raids and arrest from this address, for unlawful activities. Mr. Schuler mentioned, while we are encouraged by the State Police and Chemung County Sheriff's office that efforts are being done to keep their neighborhood safe. He is greatly disturbed that it has taken so many raids and arrests and yet the unlawful activities continue. **THIS HAS TO STOP.** Mr. Schuler stated how very concerned about the safety of the citizens, and especially the young children who live very close by. Mr. William Schuler filed a petition with the Town of Big Flats Town Clerk, stating, We the undersigned, petition the Town of Big Flats and the County of Chemung to perform whatever actions are necessary to rid us of this neighborhood menace and restore this small community to its former character.

Supervisor Fairbrother stated an open meeting December 2, 2014 at 7:00 p.m., will be held here at the Town Hall, along with the Town Board members, the State Police and Sheriff Deputy's, to work on a possible Neighborhood watch.

### REPORTS

Supervisor Fairbrother stated the following reports for October 2014 have been received and are on file in the office of the Town Clerk:

Town Clerk's Monthly Report, Supervisor's Fund Balance Reports, Youth Department Monthly Report, Department of Public Works Monthly Report, Assessor's Monthly Report, Code and Planning Monthly Report, Community Center's Monthly Report, Court's Monthly Report, Dog Control's Monthly Report.

### NEW BUSINESS

#### RESOLUTION NO. 261-14

VOID CHECK, BUDGET TRANSFERS AND HIGHWAY BUDGET AMENDMENTS  
APPROVED

Resolution by: Gillette  
Seconded by: Giammichele

MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

RESOLUTION NO. 261-14, VOID CHECK, BUDGET TRANSFERS AND HIGHWAY  
BUDGET AMENDMENTS APPROVED continued

WHEREAS a memorandum was received from the Bookkeeper, dated November 13, 2014, requesting authorization for Void Check, Budget Transfers and Amendments, and

WHEREAS for environmental review purposes, administration is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (20) and as such further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board authorizes the Bookkeeper to fulfill the following Budget Transfers and Amendments:

**Void Check**

Please authorize voiding of check # 12838 made payable to Beam Mack Sales & Services Inc, dated 03/19/2014, amount \$590.40 and deleting voucher #4003108. This check is passed its required 6 months cashing period.

**Budget Transfers**

Please authorize the following budget transfers due to overspent budgets:

To Parks -CE-A.7110.0100	\$ 9,000.00	
Parks-CE-A.7110.0400	6,000.00	
Refuse & Garbage-CE-8160.0400	1,700.00	
Serial Bond – PRNCP-A.9710.0600	5,000.00	
Serial Bond – PRNCP-A.9710.0700	2,513.89	
From Hosp & Med Ins-A9060.0800		\$ 24,213.89

**Highway**

Please authorize the following budget transfers to the Highway Budget due to overspent budgets:

To General Repairs & Maint CE D5110.0400	18,569.56	
To Permanent Improvements CE-D5112.0400	58,000.00	
From Hospital & Med Ins- D 9060.0800		19,967.42
Machinery & Equipment CO-D5130.0200		6,100.00
Social Security D.9030.0800		3,000.00
Snow Removal CE-D5142.0400		10,000.00
Gen Repairs & Maint PS-D.5110.010		37,502.14

**Highway Budget Amendment**

The Highway department will be receiving an additional 2014 CHIPS capital cumulative reimbursement; Please amend the 2014 budget to accommodate these additional funds:

MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

RESOLUTION NO. 261-14, VOID CHECK, BUDGET TRANSFERS AND HIGHWAY  
BUDGET AMENDMENTS APPROVED continued

**Highway Budget Amendment**

Increase Estimated Revenues--D.0510	19,747.29
Increase CHIPS-D3501	19,747.29
Increase Appropriations-D.0960	19,747.29
Increase General Repairs Street Maint. -CE-D.5110.4	19,747.29

**WATER DEPT**

Please authorize the following budget transfers to the due to overspent budgets:

Transmission & Dist.-CE-S428340.4	\$ 134.00	
Hospital & Medical Ins.—S4.9060.8		\$ 134.00

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO. 262-14  
ABSTRACT OF AUDITED VOUCHERS APPROVED

Resolution by: Saglibene  
Seconded by: Adams

RESOLVE that the Town of Big Flats approve the Abstract of Audited Vouchers for  
November 2014, and order the bills paid, when in funds, for the following:

GENERAL FUND	\$ 778,168.47
HIGHWAY FUND	\$ 581,396.70
WATER DISTRICT #1	\$ 18,263.19
WATER DISTRICT #2	\$ 18,179.82
WATER DISTRICT #3	\$ 6,814.36
WATER DISTRICT #4	\$ 1,353.07
TRUST & AGENCY	\$ 4,542.94

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO. 263-14  
BOARD OF ASSESSMENT REVIEW APPOINTMENT APPROVED

Resolution by: Adams  
Seconded by: Saglibene

WHEREAS Jane King's term as a member of the Board of Assessment Review expired  
September 30, 2014, and

MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

RESOLUTION NO. 263-14, BOARD OF ASSESSMENT REVIEW APPOINTMENT  
APPROVED continued

WHEREAS Mrs. King had expressed interest in continuing to serve on the Board of Assessment Review, and

WHEREAS for environmental purposes, administration is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (20) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board appoints Jane King, 15 Kelley Drive in Big Flats, to the Board of Assessment Review with a five year term ending September 30, 2019.

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

TABLED - until December 10, 2014

Proposed Speed Limit Investigation on CR17 (Sing Sing) Kahler Rd. to Airport Rd.

RESOLUTION NO. 264-14  
NEW WESTERN TORNADO SALT SPREADER PURCHASE APPROVED

Resolution by: Giammichele

Seconded by: Gillette

WHEREAS the Deputy Commissioner of Public Works in concurrence with the Town Supervisor recognizes the need to purchase a new Western Tornado salt spreader, and

WHEREAS we have obtained three written quotes

Bradco Supply Company	\$7,900.00
Smart Systems Inc.	\$5,975.00
Beam Mack Sales & Services	\$5,700.00, and

WHEREAS the lowest quote came from Beam Mack of Five Thousand Seven Hundred (5,700.00) for the Western Tornado salt spreader, and

WHEREAS for environmental review purposes, the purchasing of equipment is a Type II action in accordance with SEQRA 6 NYCRR, Part 617.5(c) (25) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board authorizes the Deputy Commissioner of Public Works to purchase a 2.5 CU. YR Poly Western Tornado salt spreader for the sum not to exceed \$5,700.00.

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

RESOLUTION NO. 265-14  
INTERMUNICIPAL AGREEMENT STEUBEN COUNTY/TOWN OF  
BIG FLATS USE OF A FULL DEPTH ROAD RECLAIMER AMENDED

Resolution by: Saglibene

Seconded by: Adams

**WHEREAS**, the following agreement was approved on 6/22/2014

**THIS AGREEMENT**, made on the 11th day of June, 2014 (the “Effective Date”), by and between the **County of Steuben** (“Steuben”), a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 3 E. Pulteney Square, Bath, New York 14810, the **Town of Big Flats** (“Big Flats”), a municipal corporation MINUTES OF THE WATER AND TOWN BOARD MEETING OF JUNE 11, 2014, organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 476 Maple Street, Big Flats, NY 14814, being individually referred to as “Party” and collectively referred to as “Parties”.

**WITNESSETH**

**WHEREAS**, The Parties currently own and maintain various public highways, streets, and roadways, and

**WHEREAS**, from time to time said highways, streets, and roadways, are in need of pavement grinding for purposes of improving the road pavement condition, and

**WHEREAS**, Steuben County currently possesses the necessary equipment to perform such pavement grinding to its respective highways, streets, and roadways, and

**WHEREAS**, the Town of Big Flats wishes to enter into an agreement for the use of said equipment, and

**WHEREAS**, the Parties are desirous of entering into the agreement with each other for the purpose of sharing the use and operation of the pavement grinding equipment, and to participate with each other in the recognition of the attendant savings achieved thereby.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope.** This agreement, between Steuben County and the Town of Big Flats, specifies the conditions of operation and payment for a fully equipped Full Depth Road Reclaimer to be used for the grinding of existing roads in the Town of Big Flats.

## MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

2. **Maintenance.** As the Road Reclaimer is owned by Steuben County, maintenance costs will be the responsibility of Steuben Co.
3. **Operational Costs.** Fuel for the equipment while in use in the Town of Big Flats will be supplied by Big Flats while work is being conducted.
4. **Pavement Grinding Operations.**
  - a. Full Depth Reclaimer Crew. Operation of the road reclaimer requires a skilled and trained crew. The crew shall be a dedicated and trained crew supplied by Steuben County DPW. The personnel from Steuben County will consist of the main operator and may include a ground person where applicable. Steuben County will also be supplying any personnel required to do any mechanical work on the road grinder. This crew shall be maintained from year to year as much as possible and crew members shall be replaced when necessary by individuals who will be able to return year to year for operation of the equipment. This crew shall be responsible for the proper and safe operation of the road reclaimer. The Town of Big Flats will provide adequate staff to support the safe operation of the equipment and to ensure the safety of the work site, including but not limited to adequate traffic control, as determined by Steuben County DPW.
  - b. Scheduling of Operations. The participating Municipal DPW's agree to conduct an annual meeting, at a time and place mutually agreeable, to establish the scheduling for the Town of Big Flats. The time frame of grinding operations in the Town of Big Flats will in no way interfere with the ability of Steuben County to complete its' regularly scheduled projects in a timely manner. It shall be Steuben County's responsibility to coordinate changes to the initial schedule as deemed necessary by mitigating circumstances throughout the construction season such as weather, mechanical problems, logistical efficiency matters and so on.
  - c. Pavement grinding personnel shall be supplied by Steuben County when the grinding work is being done. These personnel shall follow the general guidance of the Town of Big Flats designee regarding the needs of their operations to best support the overall grinding effort. Break times and meal times shall be established by the Town of Big Flats designee.
  - d. Pavement Grinding Services Accounting. The Town of Big Flats agrees to pay Steuben County for all labor and equipment cost incurred for the grinding operations in the Town of Big Flats. The Full Depth Road Reclaimer shall be invoiced at a daily rate of \$4,000. An hourly rate of \$500 will be used if weather conditions or mechanical breakdowns will not permit the use of the machine for a full day. **These rates are such that they cover the cost of the equipment and all operating personnel.** Steuben County shall maintain accurate written records for (1) Days and hours that the pavement grinding equipment are used hereunder, (2) The locations where the equipment is used, and (3) Any accidents arising during such operation to the grinding equipment. Steuben County will invoice for these services on a monthly basis. The Town of Big Flats agrees to provide the fuel for the pavement grinder while in use in the Town of Big flats.
5. **Liability for Damage Claims by the Driving Public.** Steuben County shall be held harmless for any and all claims emanating from road users and the general public when working in the Town of Big Flats. All damage claims to the public

## MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

shall be appropriately handled and reconciled by the Town of Big Flats while the grinding work is being performed.

6. **Term.** The Term of this Agreement shall commence on the Effective Date and shall not expire earlier than December 31, 2015; The Parties may extend this Agreement upon mutual written consent.
7. **Termination/Withdrawal.** The Parties may terminate this Agreement upon mutual consent at any time subject to the fulfillment of all outstanding responsibilities. In addition, any Party may withdraw from this Agreement upon 30 days written notice to the other Parties of its intent to do so. In the event a Party withdraws from this Agreement, such Party shall realize no further benefits from the Agreement and shall have no further responsibilities relative to the sharing of services with the other Party.
8. **Insurance.** In respect of the promises made in this Agreement by each Party to the other Parties, the Parties shall provide and maintain insurance as follows: (a) Steuben shall include the pavement grinding equipment in its insurance program so as to cover Automobile Liability on the pavement grinding equipment i) for all liability arising out of injury to or death of one or more persons, in any one occurrence, ii) for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence, and iii) against the loss or theft of or damage to the pavement grinding equipment for the greater of the Stipulated Loss Value (computed as described in the applicable Schedule) or full replacement value thereof; (b) Each Party shall include the Pavement Grinding Operations contemplated by this Agreement in each Party's public liability and third-party property damage insurance program in respect of the employment of the pavement grinding equipment within each Party's jurisdiction; and (c) Each Party shall include the pavement grinding equipment in each Party's casualty insurance program in respect of damage or loss to the pavement grinding equipment while stored or garaged on the premises of a Party. Each Party shall designate the other Parties as additional insureds to the extent of the foregoing insurance responsibilities, and shall deliver certificates of such insurance to the other Parties on request.
9. **Indemnity.** Each Party within whose boundaries pavement grinding operations ("work") are being performed ("Indemnifying Party") shall and hereby does assume liability for, and shall defend, indemnify, protect, save and keep harmless the other Parties ("Indemnified Parties"), and their respective officers, employees, and agents from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, incurred by, or asserted against such Indemnified Parties in any way relating to or arising out of this Agreement or the use of the pavement grinding equipment within the boundaries of the Indemnifying Party.
10. **Liability for damage.** The Town of Big Flats shall be responsible for any damage to the pavement grinding equipment while stored or staged in the Town of Big Flats facilities or grounds, including on private property the use of which is arranged by that Party, or resulting from the negligence of such Party.



MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

11. **Dispute Resolution.** Any dispute which shall arise between the Parties or any of them with respect to this Agreement shall be referred to a council of the Town Administrator/Supervisor from each participating municipality.

**PROHIBITION AGAINST ASSIGNMENT.** IN ACCORDANCE WITH THE PROVISIONS OF SECTION 109 OF THE GENERAL MUNICIPAL LAW, EACH PARTY IS HEREBY PROHIBITED FROM ASSIGNING, TRANSFERRING, CONVEYING, SUBLETTING OR OTHERWISE DISPOSING OF THIS AGREEMENT, and

**WHEREAS** Steuben County and The Town of Big Flats would like to continue the above agreement, and

**WHEREAS** The Commissioner of Public Works recommends that the agreement continue until parties agree to cancel it, and

**WHEREAS** for environmental review, repaving of existing highways (4) and continuing agency administration (20) are Type II actions in accordance with SEQRA 6NYCRR, Part 617.5 (c) (4) (20) and as such no further action is necessary regarding the same, now

**BE IT THEREFORE RESOLVED** that the Town Board authorizes the ongoing intermunicipal agreement between Steuben County and The Town of Big Flats (use of a full depth road reclaimer) until parties decide to cancel the agreement.

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO. 266-14  
COMMUNITY CENTER LIMITATION ON USE AND GENERAL RULES POLICY  
AMENDED

Resolution by: Adams  
Seconded by: Giammichele

**WHEREAS** the Community Center Committee and the Town Board liaisons have reviewed the current Community Center limitation on use and general rules policy, and

**WHEREAS** the Town Attorney and the Town Board have reviewed and commented on the limitation on use and general rules policy, and

**WHEREAS** the Town Board liaisons have recommended that the Town Board adopt the new limitation on use and general rules policy, and

**WHEREAS** for environmental purposes the administration of the Town personnel is a Type II action in accordance with SEQRA 6, NYCCR Part 617.5( c ) (20) and as such no further action is required regarding the same, and



MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

RESOLUTION NO. 266-14, COMMUNITY CENTER LIMITATION ON USE AND  
GENERAL RULES POLICY AMENDED continued

THEREFORE BE IT RESOLVE that the Town Board amends the new Town of Big Flats  
Community Center Use Policy as presented by the Director of the Community Center,  
liaisons to the Community Center Committee and the Community Center Committee.

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO. 267-14  
PUBLIC HEARING FOR THE ALBEE TIMBER HARVEST FOR TAX PARCEL  
#88.00-1-71 SET

Resolution by: Giammichele  
Seconded by: Gillette

WHEREAS the Planning Board has received an application from Schaefer Logging Inc.,  
for a Timber Harvest permit on tax parcel #88.00-1-71 located at 233 Coleman Avenue,  
on lands owned by Larry Albee, 333 Larchmont Road, Elmira NY, and

WHEREAS prior to action on a Timber Harvest Permit a Public Hearing shall be duly  
held by the Town Board, and

WHEREAS in accordance with SEQRA 6NYCRR, PART 617.5 (c) (20) the Town Board  
has declared themselves lead agency, now

BE IT THEREFORE RESOLVED that the Town Board sets a Public Hearing for  
December 10, 2014, to hear comments for a Timber Harvest permit for Schaefer Logging  
Inc.

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

RESOLUTION NO. 268-14  
NOVEMBER 19, 2014 COMMUNICATION LOG APPROVED

Resolution by: Saglibene  
Seconded by: Adams

BE IT RESOLVED that the following communications were received, accepted and filed  
by the Town Clerk of the Town of Big Flats and referred to the appropriate Department  
Head for information and/or action:

MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

RESOLUTION NO. 268-14, NOVEMBER 19, 2014 COMMUNICATION LOG  
APPROVED continued

October 28, 2014

Time Warner Cable – RE: Current Time Warner Cable Rate Card (6027 RC). *Referred to: Town Board, and Town Clerk for filing.*

October 30, 2014 (November 30, 2014)

Steuben County Department of Public Works – RE: Intermunicipal Agreement: Steuben County and Town of Big Flats (Use of a Full Depth Road Disclaimer). *Referred to: Town Board, Department of Public Works and Town Clerk for filing.*

November 5, 2014

Time Warner Cable – RE: Programming Notice Changes (CNY/JT). *Referred to: Town Board, and Town Clerk for filing.*

November 7, 2014

Big Flats Business Association Meeting – RE: November 5, 2014 Minutes. *Referred to: Town Board, and filed with Town Clerk.*

CARRIED: AYES: Gillette, Giammichele, Adams, Saglibene, Fairbrother  
NAYS: None

Supervisor Fairbrother reported:

- Town News Paper
- Credit Cards
- Comprehensive Plan
- Still Looking at software, for the Agenda and Minutes
- Shared Services – Assessing and Water
- Sales Tax down 28.35%
- Bus Trips for Nov. Residents \$25.00 fee
- Association of Towns in NYC
- Truck for Water
- I86 Project – Jack Benjamin, and Susan Payne – Chemung and Steuben IDA
- Chemung County Final
- Shared Services & Tax incentive Program, County, State (Tax Cap)

Councilperson Giammichele stated to everyone that The Big Flats Community Center now has a Facebook Page. Please free to pass on the information. Remember to “Like” it.

Supervisor Fairbrother made a motion, seconded by Councilperson Giammichele to change the Wednesday, December 10, 2014, Town Board Meeting’s time, from 4:30 pm to 7:00 p.m. All in favor, motion carried.

MINUTES OF THE TOWN BOARD MEETING OF NOVEMBER 19, 2014

Supervisor Fairbrother stated that the Town Hall and Town Court will be closed Friday, November 21, 2014 from 2:00pm – 4:00 pm, due to our Retired Tax Collector Robert Newlun's funeral services which was held at the Big Flats Community Center.

Supervisor Fairbrother, also stated that Community Day's Inc. had donated \$800.00 for Christmas decorations for the Community Center.

Councilperson Gillette made a motion, seconded by Councilperson Giammichele to adjourn the Town Board meeting at 5:47 P.M. All in favor, motion carried.

Date approved: \_\_\_\_\_ Linda J. Cross  
Town Clerk